

AVIATION

Transport Services

Agreement Between the
UNITED STATES OF AMERICA
and TRINIDAD AND TOBAGO

Signed at Port-of-Spain May 23, 1990



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

TRINIDAD AND TOBAGO

Aviation: Transport Services

*Agreement signed at Port-of-Spain May 23, 1990;
Entered into force May 23, 1990.*

AIR TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF TRINIDAD AND TOBAGO

The Government of the United States of America and the Government of Trinidad and Tobago;

Desiring to promote a viable international air transport system based on the principle of competition among airlines in the marketplace with minimum governmental interference and regulation;

Desiring to facilitate the expansion of international air transport opportunities and to provide a stable basis for air services between and beyond their respective territories;

Desiring, within the framework of a viable international air transport system, to make it possible for airlines to offer the traveling and shipping public a variety of service options and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944;¹

Desiring to conclude a new agreement covering all forms of air transportation to replace the Air Services Agreement Between the United States and the United Kingdom of Great Britain and Northern Ireland effected by the independence of Trinidad and Tobago as of August 31, 1962, as amended;²

Have agreed as follows:

¹ TIAS 1591; 61 Stat. 1180.

² TIAS 4955; 13 UST 171.

ARTICLE I

Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

(a) “Aeronautical authorities” means, in the case of the United States, the Department of Transportation, or its successor, and in the case of the Republic of Trinidad and Tobago, the Minister responsible for civil aviation, and/or any person or agency authorized to perform any civil aviation functions at present exercised by the said Minister;

(b) “Agreement” means this Agreement, its Annexes, and any amendments thereto;

(c) “Air transportation” means any operation performed by aircraft for the public carriage of traffic in passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

(d) “Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

- (i) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both parties, and
- (ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both parties;

(e) “Designated airline” means an airline designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

(f) “Price” means:

(i) any fare, rate or tariff charged or to be charged by airlines, or their agents, and the conditions governing the availability of such fare, rate or tariff;

(ii) the charges and conditions for services ancillary to carriage of traffic which are offered by airlines; and

(iii) amounts charged by airlines to air transportation intermediaries for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation;

(g) “International air transportation” means an air transportation which passes through the air space over the territory of more than one State;

(h) “Stop for non-traffic purposes” means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air transportation;

(i) “Territory” means the land and water areas under the sovereignty, jurisdiction, protection, or trusteeship of a Party;

(j) “User charge” means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities or services; and

(k) “Full economic costs” means the direct cost of providing service plus a reasonable charge for administrative overhead.

(l) “Ground-handling” means the processing, loading and unloading of passengers, baggage, cargo, mail and aircraft stores, aircraft cleaning and fuel and other rampside and airport terminal activities.

ARTICLE 2

Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

- (a) the right to fly across its territory without landing;
- (b) the right to make stops in its territory for nontraffic purposes;
- (c) the rights otherwise specified in this Agreement.

(2) Nothing in paragraph (1) of this Article shall be deemed to grant the right for one Party’s airlines to participate in air transportation between points in the territory of the other Party.

ARTICLE 3

Designation and Authorization

(1) Each Party shall have the right to designate as many airlines as it wishes to conduct, in a viable manner, international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or in both.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

- (a) substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both;
- (b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and
- (c) the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety) and Article 7 (Security).

ARTICLE 4

Revocation of Authorization

- (1) Each Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:
 - (a) substantial ownership and effective control of that airline are not vested in the other Party or the other Party's nationals, or both;
 - (b) that airline has failed to comply with the laws and/or regulations referred to in Article 5 (Application of Laws); or
 - (c) the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).
- (2) Unless immediate action is essential to prevent further non-compliance with subparagraphs (1)(b) or (1)(c) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.
- (3) This Article does not limit the rights of either Party to suspend, limit or condition air services in accordance with the provisions of Article 7 (Aviation Security).

ARTICLE 5

Application of Laws

- (1) While entering, within or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.
- (2) While entering, within or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by or on behalf of such passengers, crew or cargo of the other Party's airlines.

ARTICLE 6

Safety

(1) Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

(2) Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate action within a reasonable time.

ARTICLE 7

Aviation Security

(1) In accordance with their rights and obligations under international law, the Parties reaffirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

(2) The Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities and any other threat to aviation security.

(3) The Parties shall act in full conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963,¹ the Convention for the Suppression of Unlaw-

¹ TIAS 6768; 20 UST 2941.

ful Seizure of Aircraft, signed at The Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.¹

(4) The Parties shall, in their mutual relations, act in conformity with the aviation security provisions and regulations established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation; they shall require that operators of aircraft of their registry or operators who have their principal place of business or permanent residence in their territory and that operators of airports in their territory act in conformity with such aviation security provisions.

(5) Each Party agrees to observe the security provisions required by the other Party for entry into the territory of that other Party and to take adequate measures to protect aircraft and to inspect passengers, crew, their carry-on items as well as cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for special security measures to meet a particular threat.

(6) When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities occurs, the Parties shall assist each other by facilitating communications intended to terminate rapidly and safely such incident or threat thereof.

(7) When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this article, the aeronautical authorities of that Party may request immediate consultations with aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within 15 days from the date of such request will constitute grounds for a decision to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party. When required by an emergency, a Party may take interim action prior to the expiry of 15 days.

ARTICLE 8

Commercial Opportunities

(1) The airlines of one Party may establish offices in the territory of the other Party for the promotion and sale of air transportation.

(2) (a) The designated airlines of one Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment,

¹ TIAS 7192, 7570; 22 UST 1641; 24 UST 564.

bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.

(b) Each Party, in accordance with its laws and regulations, shall facilitate the entry of specialist personnel of the other Party's airlines for the performance of emergency services.

(3) Each designated airline may perform its own ground handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services in whole or in part. These rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided.

(4) Each airline of one Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents, except as may be specifically provided for the protection of the consumer by the laws and/or regulations of the country in which the traffic originates. Each airline may sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

(5) Each airline may convert and remit to its country local revenues in excess of sums locally disbursed. Where Central Bank permission is required for conversion and remittance, such permission shall be granted within two business days of the airline's properly completed application to the Central Bank. The airline shall be permitted to file such application(s) free of burdensome or discriminatory documentary requirements. Conversion and remittance will be permitted upon demand without restrictions, impediments or taxation in respect thereof, at the official rate of exchange applicable to current transactions on the date the airline presented its properly completed application to the Central Bank. This exchange rate will be assured only if the airline applies to the commercial bank for the conversion into and remittance of U.S. dollars within one business day of receipt of the Central Bank's approval. Where hard currency availability does not permit any conversion or remittance for a given period of time, conversion and remittance will be permitted at the termination of the period of non-availability of funds at the official rate of exchange applicable on the date of the airline's initial, properly completed application to the Central Bank.

ARTICLE 9

Customs Duties, Taxes and Other Similar Charges

(1) On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges imposed by the national authorities, and not based on the cost of services rendered, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be exempt, on the basis of reciprocity, from the taxes, duties, fees and charges referred to in paragraph (1) of this Article, with the exception of charges based on the cost of the service provided:

- (a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of a designated airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;
- (b) ground equipment and spare parts including engines introduced into the territory of a Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Party used in international air transportation; and
- (c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of a designated airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The exemptions provided for by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs (1) and (2) of this Article.

ARTICLE 10

User Charges

(1) User charges imposed by the competent charging authorities of one Party on the airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) User charges imposed on the airlines of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent charging authorities of providing the airport, air navigation, and aviation security facilities and services. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in user charges. Each Party shall encourage consultations between the competent charging authorities in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary.

ARTICLE 11

Fair Competition

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competition practices adversely affecting the competitive position of the airlines of the other Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(4) Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

(5) Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph (3) of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

ARTICLE 12

Pricing

(1) Each Party shall allow any airline of either Party to establish prices for air transportation based upon the needs and conditions of the marketplace. Neither Party shall take unilateral action to prevent the inauguration or continuation of any price proposed or charged by the airlines of either Party for international air transportation between the territories of the Parties unless such action is in accordance with the provisions herein.

(2) Each Party may require notification to or filing with its aeronautical authorities of prices proposed to be charged by airlines of the other Party to or from its territory. Notification or filing by the airlines of both Parties may be required no more than 30 days before the proposed date of effectiveness. In individual cases, the Party receiving a notification or filing may permit shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public.

(3) A Party shall notify the other Party that it is dissatisfied with a price proposed for services by an airline of the other Party for international air transportation between the territories of the Parties, or by an airline of the other Party for international air transportation between the territory of the first Party and a third country, including in both cases transportation on an interline or intra-line basis. Such notice of dissatisfaction shall be given to the other Party not more than 15 days after the filing date. Within 30 days after receipt of a notice of dissatisfaction, either Party may request consultations which shall commence as soon as possible, and in no event later than 30 days after receipt of the request. The Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If notification of dissatisfaction is not given as provided in this paragraph, the price shall be deemed to be approved and shall become effective on the proposed date.

(4) If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect.

(5) (A) If notice of dissatisfaction has been served with respect to a proposed price but consultations either have not been requested within 30 days of receipt of the notice, or have not resulted in an agreement, then:

- (i) unless both Parties agree otherwise, a passenger price will enter into effect on the proposed date of effectiveness if it is at least 35 percent but not more than 120 percent of the base normal economy fare in effect on the date the price is filed;
- (ii) either Party may take action to prevent inauguration of a passenger price if such price does not meet the conditions specified in paragraph (5)(A)(i);

(B) The base normal economy fare referred to in paragraph (5)(A)(i) above is the lowest available fare for normal economy-class service filed for and permitted by the United States Department of Transportation to go into effect on or after October 1, 1979 for travel originating in the United States, for each U.S.-Trinidad & Tobago city-pair market, as adjusted for cost changes consistent with the Standard Foreign Fare Level computations published periodically by the United States Government.

(6) Neither Party may take unilateral action to prevent the inauguration or continuation of a cargo price proposed or charged by an airline of either Party for transportation between the territories of the Parties.

(7) Neither Party may take unilateral action to prevent the inauguration or continuation of a first class price or premium price proposed or charged by an airline of either Party for transportation between the territories of the Parties.

(8) Notwithstanding paragraphs (5) and (6) of this Article, each Party shall allow (a) any airline of either Party, and on the basis of reciprocity, any airline of a third country to meet any price, including combinations of prices, proposed, charged or accepted in the marketplace for international air transportation between the territories of the Parties, and (b) any airline of one Party to meet any price, including combinations of prices, proposed, charged or accepted in the marketplace for international air transportation between the territory of the other Party and a third country. As used herein, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, an identical or similar price or such price through a combination of prices on a direct, interline or intra-line basis, notwithstanding differences in conditions,

including but not limited to, those relating to airports, routing, distance, timing, connections, aircraft configuration, aircraft type, or change of aircraft.

ARTICLE 13

Consultations

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed. Each Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

ARTICLE 14

Settlement of Disputes

(1) Any dispute arising under this Agreement which is not resolved by a first round of formal consultations, except those which may arise under paragraph (3) of Article 12 (Pricing), may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall at the request of either Party be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

- (a) within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator who shall act as President of the arbitral tribunal;
- (b) if either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific

procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after replies are due.

(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

(7) Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedures of paragraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 15

Amendments

Either Party may at any time propose an amendment to this Agreement. Any amendment agreed to by the Parties shall enter into force when confirmed by an exchange of diplomatic notes.

ARTICLE 16

Multilateral Agreements

If a multilateral agreement, accepted by both Contracting Parties, concerning any matter covered by this Agreement enters into force, this Agreement shall be considered to be amended so as to conform with the provisions of the multilateral agreement.

*ARTICLE 17**Termination*

(1) Either Party may at any time give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of notice to the other Party) immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period.

(2) In default of acknowledgment of receipt by the other Party the notification shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organization received the notice.

*ARTICLE 18**Registration with ICAO*

This agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ANNEX I
Scheduled Air Service
Section I

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation (1) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airline.

A. *Routes for the airline or airlines designated by the Government of the United States:*

From the United States and its territories via intermediate points to points in Trinidad and Tobago and beyond.

B. *Routes for the airline or airlines designated by the Government of Trinidad and Tobago:*

(1) From Trinidad and Tobago via the intermediate points Antigua, Aruba, the Bahamas, Barbados, Belize, Bermuda, Bonaire and Curaçao, the Cayman Islands, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, St. Kitts, and St. Lucia, to the U.S. Virgin Islands, San Juan, New York, Miami, Orlando¹ and to two additional U.S. points to be selected by the Government of Trinidad and Tobago,² and:

- (a) beyond San Juan to Zurich and Stockholm;
- (b) beyond New York to Toronto and one other Canadian point east of Toronto;^{2 3} and,
- (c) beyond Miami and San Juan to Mexico and points in Central America except Belize.³

(2) From Trinidad and Tobago via Antigua, Barbados, Grenada, St. Lucia, and St. Maarten to San Juan and beyond to Jamaica.

¹ Orlando may be served during the period July 1 through September 30.

² The Government of Trinidad and Tobago will notify the Government of the United States of its selection at least 60 days before the start of service.

³ Traffic rights are limited to through traffic only (no local or stopover traffic permitted).

[Footnotes in the original.]

Section 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographical limitation, serve points on the routes in any order, and omit stops at any point or points outside the territory of the Party which has designated that airline, without loss of any right to carry traffic otherwise permissible under this Agreement.

Section 3

On any international segment or segments of the routes described in Section 1 above, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from the territory of the Party which has designated the airline and, in the inbound direction, the transportation to the territory of the Party which has designated the airline is a continuation of the transportation beyond such point.

*ANNEX II**Charter Air Service**Section 1*

Airlines of one Party designated under this Annex shall in accordance with the terms of their designation be entitled to perform charter international air transportation of passengers (and their accompanying baggage) and/or cargo:

(a) between any point or points in the territory of the Party which has designated the airline and any point or points in the territory of the other Party; and

(b) for the transportation of passengers, between any point or points in the territory of the other Party and any point or points in third country or countries provided that such traffic is carried via the carrier's homeland and makes a stop-over in the homeland for at least two consecutive nights.

In the performance of services covered by this Annex, airlines of one Party designated under this Annex shall also have the right: (1) to make stopovers at any points whether within or outside of the territory of either Party; (2) to carry transit traffic through the other Party's territory; and (3) to combine on the same aircraft traffic originating in one Party's territory with traffic that originated in the other Party's territory.

Each Party shall extend favorable consideration to applications by designated airlines of the other Party to carry traffic not covered by this Annex on the basis of comity and reciprocity.

Section 2

The designated airline or airlines of one Party performing charter air transportation originating in the territory of the other Party shall have the option of complying with the charter laws, regulations and rules of either its homeland or of the other Party. If a Party applies different rules, regulations, terms, conditions or limitations to one or more of its airlines, or to airlines of different countries, each designated airline shall be subject to the least restrictive of such criteria.

However, nothing contained in the above paragraph shall limit the rights of either Party to require adherence to its homeland requirements relating to protection of passenger funds and passenger cancellation and refund rights, or adherence to requirements established in the interest of national security.

Section 3

Neither Party shall require a designated airline of the other Party, in respect of the carriage of traffic from the territory of that other Party on a one-way or round-trip basis, to submit more than a declaration of conformity with the laws, regulations and rules referred to under section 2 of this Annex or of a waiver of these regulations or rules.

ARTICLE 19

Entry into Force

1. Upon Entry into force, the Agreement shall supersede the Agreement between the United States and the United Kingdom relating to air services, signed at Bermuda, February 11, 1946; the Agreement between the United States and the United Kingdom providing for air routes between the West Indies and the United States, effected by an exchange of notes at Washington, November 22, 1961; and the Agreement between the United States and Trinidad and Tobago to continue application of certain agreements to scheduled services between the United States and the Caribbean area by United States and Trinidad and Tobago airlines, effected by an exchange of notes at Port-of-Spain and St. Ann's, September 27 and October 8, 1962.¹

2. This Agreement shall enter into force upon signature.

Done in duplicate at Port-of-Spain in the English language, this twenty-third day of May Nineteen hundred and ninety.

Charles A. Gargano

For the Government
of the United States
of America

Sahadeo Basdeo

For the Government
of Trinidad and Tobago

¹ TIAS 1507, 4955, 5209; 12 Bevans 726; 13 UST 171, 2463.